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*The Civil Code of the German Empire.* Translated by WALTER LOEWY, under the auspices and annotated by a special committee of the Pennsylvania Bar Association and the Law School of the University of Pennsylvania (Boston: Boston Book Co., 1909. lxxi, 689 pp.).

The criteria of a translation are accuracy, smoothness, and idiomatic expression. A recent notice of the book now under review says, "The accuracy of the translation and annotation will be presumed from the auspices under which the work is put forth." Such a presumption seems ultra-charitable, and while no attempt has been made by the reviewer to verify annotations, a number of lists have been made to judge of the quality of the translation.

The headings of the table of contents contain a number of the most important legal terms of the code. The following selections reproduce first Mr. Loewy's rendering, then Mr. Wang's, with which the present translation naturally challenges comparison:

*Begründung* (of obligations); L: Motive, W: Creation. *Erlöschen*; L: Expiration, W: Extinction. *Inhalt*; L: Purpose, W: Scope. *Rücktritt*; L: withdrawal, W: Rescission. *Erläss*; L: Remission, W: release. *Mangel der Sache*; L: defect of thing, W: defect of quality. *Kauf nach Probe*; L: purchase according to test; W: sale according to sample. *Kauf auf Probe*; L: purchase on trial, W: sale on approval. *Pacht*; L: lease including the fruits derived, W: usufructuary lease. *Geschäftsführung ohne Auftrag*; L: transacting business without authority, W: management of affairs without mandaté. *Schuldverschreibung auf den Inhaber*; L: note of debt payable to holder, W: obligation to bearer. *Vorlegung*; L: inspection, W: production. *Eingehung der Ehe*; L: consummation of marriage, W: conclusion of marriage. *Eheliche Abstammung*; L: matrimonial descent, W: Legitimate descent. *Aufschiebende Einreden*; L: delaying objections, W: dilatory pleas. *Nacherbe*; L: subsequent heir, W: revisionary heir. And from the text, S. 2109 *Erbfall*; L: succession W: accrual of inheritance. S. 2317 *Standesbeamte*; L: official of court status, W: registrar.

In nearly every one of these cases the Wang translation is preferable.

Mr. Loewy does not seem to appreciate the common use of the term consummation of marriage, when he employs it for translating the entering into the marriage. In several cases *wesentlich* is rendered "essential" when it has the other meaning "material" or important (see S. 229, 610). *Gemeinschaftliches Testament* is translated "mutual" when it

should be "joint," as Wang has it. Instances like these might be multiplied, and they betray a serious lack of familiarity with either English or German law terms or both.

It is also unfortunate that the translator does not adhere to a term once chosen, *Schuldverhältniss* is in one place obligation, in another relation of indebtedness, in still another, debt relation. *Geschäftsfähigkeit* is legal competency S. 104 business capacity (S. 1304), business competency (S. 1307); Wang uses disposing capacity throughout.

If there had been a careful revision of the work, this would not have happened, nor could the serious blunder have passed unnoticed which makes the first two paragraphs of S. 1324 meaningless.

The German codifiers were careful to distinguish directory from mandatory language. The former is indicated by the word *soll*, the latter by the words *muss* or *darf nicht*. This distinction which is essential to the understanding of the code, has not been observed by the translator (see S. 1309-1316), while Mr. Wang was apparently aware of it.

That most of the translation is reasonably well done, does not excuse the blemishes that have been pointed out, and which appeared upon a very cursory examination.

After Mr. Wang's very creditable performance, it was perhaps still proper to undertake a translation that should in a sense be authoritative. In these days of the awakening of comparative jurisprudence in this country, it would be desirable to have some agreement upon standard and accepted equivalents for legal terms in different languages. Here was an excellent opportunity for making a beginning in this direction of which no advantage has been taken.

The copious references to many other codes and authorities, if reasonably accurate, should however make this translation a very valuable handbook in the comparative study of court legislation.

E. F.

*Select Essays in Anglo-American Legal History.* By various authors. Volume III. (Boston: Little, Brown and Company. 1909. Pp. 862.)

The two earlier volumes of this important publication have been noticed in this REVIEW. (II, 471; III, 126.)

When notice was made of the first volume, occasion was taken to commend the utility of the work, and, with the appearance of this, the con-